



City of Burlington Non-Commercial GIS Data Use Agreement

The purpose of this agreement is to address the use of GIS data provided by the City of Burlington to individuals, private companies/corporations, not-for-profit agencies and government organizations. By signing this Agreement, the requestor agrees not to resell or use the data for trade or commercial purposes as defined in North Carolina General Statute Section 132-10. The requestor also acknowledges that the data is provided in accordance with the provisions of N.C.G.S. Section 132-10, and the requestor covenants to fully abide by and otherwise comply with the provisions of said N.C.G.S. Section 132-10 and any amendments made thereto.

However, the use of this information by the news media for publication or broadcast shall not constitute a resale or use of the data for trade or commercial purposes, and the use of information without resale by a licensed professional in the course of practicing the professional's profession shall not constitute use for a commercial purpose.

Product Availability/Costs

Feature data is available in ArcGIS shapefile (SHP) while image data is available in TIFF or MrSID formats. MrSID images utilize a compression factor of ten (10). If needed, feature data can be exported to a DXF format. Please be advised that there is no technical support for the DXF format and that associated attributes may not transfer correctly.

<u>Master CD's/CD Sets</u>	<u>Coverage</u>	<u>Cost</u>	<u>#CDs</u>
<u>Raster Data</u>			
200-scale Digital Orthos (MrSID)	Countywide	\$150.00 / DVD	2 (DVD's)
400-scale Digital Orthos (TIFF)	Countywide	\$30.00	6
200-scale Digital Orthos (TIFF)	Urban Areas	\$35.00	7
400-scale Digital Orthos (MrSID)	Countywide	\$5.00	1
200-scale Digital Orthos (MrSID)	Urban Areas	\$5.00	1
<u>Point/Line/Polygon Data</u>		\$5.00	1
Tax Parcels	Countywide		
GPS Control Points	Countywide		
Hydrography	Countywide		
Street Centerlines	Countywide		
Municipal Boundaries	Urban Areas		
ETJ Boundaries	Urban Areas		

The GIS Division can provide customized CD's/CD sets to requestors as time may permit. Customized services include special data preparation, data conversion, etc. There is a \$15.00 per half hour service charge for staff time and customization.

Media/Distribution Methods

The City will ship all digital data orders on CD at regular US Postal Service rates. FedEx delivery is available per request for the cost of overnight shipping.

Payment

All costs listed above represent a reasonable charge for GIS data distribution purposes only and does not cover future data updates. The requestor shall pay the fee to the City in advance. Checks shall be made payable to the "City of Burlington" and mailed to:

City of Burlington, GIS Division
Post Office Box 1358
Burlington, North Carolina 27216-1358

Liability/Indemnification

The City of Burlington shall not be held liable for any errors in the data provided. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which the data have been compiled must be consulted for verification of the information contained in this data. Information regarding the location of primary resources can be provided upon request.

Requestor agrees to indemnify and hold harmless the City of Burlington, and its employees, agents and elected officials from any and all claims, suits, damages, costs, actions, losses and expenses, including attorney's fees, in any manner arising out of or connected with the use of the GIS data provided by the City of Burlington pursuant to this Agreement.

Data Requests

All requests for data should be sent to:

City of Burlington, GIS Division
Post Office Box 1358
Burlington, North Carolina 27216-1358

Fax: (336) 513-5410
Email: ashore@ci.burlington.nc.us

Signature

If this request comes in the course of a person's employment, the person signing warrants that he or she has authority to bind the employer to abide by the terms of this Agreement.

I, _____ as an authorized agent of
Print Name (& Title if applicable)

_____ do hereby agree that I accept the terms of
(Print Company Name if applicable)

the above agreement and affirm that the digital information I receive from the City of Burlington GIS Division will not be used for trade, resale or other commercial purposes, in accordance with North Carolina General Statutes and City of Burlington policy.

(Signature)

(Date)

Witness

By: _____
(City Staff Signature)

(Date)